

**WHEN RECORDED, RETURN TO:**

Lila Madden (\_\_\_\_\_)

ONE STOP SHOP RECORDS

CITY OF SCOTTSDALE

7447 East Indian School Road, Suite 100

Scottsdale, AZ 85251



**CITY OF SCOTTSDALE  
NATURAL AREA OPEN SPACE EASEMENT  
INCLUDING RESTORED DESERT**

PROJECT: \_\_\_\_\_

QS: \_\_\_\_\_

PLAN CK#: \_\_\_\_\_

\_\_\_\_\_  
("Grantor/s")

is/ are the owner(s) of real property as described on exhibit "A" which is attached hereto and incorporated herein by reference (the "Property"), with the power to convey the same.

Grantor/s for good and valuable consideration received from the CITY OF SCOTTSDALE, a municipal corporation, in the County of Maricopa, State of Arizona, ("Grantee"), hereby grant/s and convey/s to said Grantee and its successors and assigns, a perpetual Natural Area Open Space Easement upon, over, and across the property for the purpose of preserving the area in its natural desert state.

The land upon, over, and across which this easement is granted is situated in Maricopa County, State of Arizona, and is more fully described as follows:

See Exhibit "A" -- Natural Area Open Space Easement Legal Description

See Exhibit "B" -- NAOS Graphic

The easement granted herein is subject to the following conditions and covenants:

Grantor agrees to and shall restore and maintain any natural desert areas disturbed by development of the land by Grantor in accordance with plans approved by Grantee.

Grantor shall not use the property described herein in any way inconsistent with the preservation of the Property in its undisturbed condition as permanent natural desert open space.

Grantor shall not grade, grub, excavate, or construct any structure of any kind on or within the Property, except as approved in a writing executed by Grantee which specifically refers to this instrument.

Grantee shall have the right to enjoin in a court of law any violation of the requirements of this instrument. Grantee shall have the right to enter upon the Property to enforce any

conditions or covenants contained herein; provided, however, that this instrument does not create in the public any access to any portion of the Property. The mention of any remedies in this instrument does not limit City's right to any other remedies.

The provisions hereof shall be binding upon the parties hereto, and their heirs, transferees, successors, and assigns.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
OWNER SIGNATURE

\_\_\_\_\_  
OWNER SIGNATURE #2

STATE OF ARIZONA     )  
                                      )  
COUNTY OF MARICOPA)

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_  
NAME OF SIGNEE (S) ABOVE

In Witness whereof I hereunto set my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE

My Commission expires \_\_\_\_\_